

☐ AMENDED

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE

In re: Antonio Marcus Terry

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 117 Woodrow St (2) \_\_\_\_\_  
Jackson, TN 38301

PLAN PAYMENT:

Debtor(1) shall pay \$ 755.00 (☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☒ monthly, by:  
☐ PAYROLL DEDUCTION From: \_\_\_\_\_ OR ( X ) DIRECT PAY

Debtor(2) shall pay \$ \_\_\_\_\_ (☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:  
☐ PAYROLL DEDUCTION OR ( ) DIRECT PAY  
From: \_\_\_\_\_

1. THIS PLAN [Rule 3015.1 Notice]:

(A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☐ YES ☒ NO  
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION ☒ YES ☐ NO  
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]  
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☐ YES ☒ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at \$341 meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payment: \_\_\_\_\_

Paid by: ☐ Debtor(s) directly ☒ Wage Assignment, OR ☐ Trustee to:  
State of Mississippi ongoing payment begins \_\_\_\_\_ \$DDA  
Approximate arrearage: 0.00 \$0.00

5. PRIORITY CLAIMS:

-NONE- Amount \$ \_\_\_\_\_

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☒ Paid by Trustee to:

Simmons Bank ongoing payment begins September 2019 \$489.00  
Approximate arrearage: 1,100.00 Interest 0.00 \$20.00

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
Car Mart of Jackson	<u>4,232.35</u>	<u>6.25</u>	<u>\$83.00</u>
State Finance	<u>375.42</u>	<u>6.25</u>	<u>\$10.00</u>

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
-NONE-	_____	_____	\$ _____

**9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:**

**-NONE-**

Collateral: \_\_\_\_\_

**10. SPECIAL CLASS UNSECURED CLAIMS:**

**-NONE-**

Amount:	Rate of Interest	Monthly Plan Payment:
_____	_____	\$ _____

**11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:**

Navient \$10,000 @ \$10.00/month Debt to survive discharge	<input type="checkbox"/>	Not provided for	OR <input type="checkbox"/>	General unsecured creditor
Navient \$2,008 @ \$10.00/month Debt to survive discharge	<input type="checkbox"/>	Not provided for	OR <input type="checkbox"/>	General unsecured creditor

**12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):**

**-NONE-**

**13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.**

**14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$17,068.00**

**15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**

☐ \_\_\_\_\_ %, OR,  
☒ THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

**16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:**

Progressive Leasing: lease for tires - \$220/ETW - approximately four months remaining on lease - Debtor acting as disbursing agent	<input checked="" type="checkbox"/>	Assumes	OR <input type="checkbox"/>	Rejects.
Rent A Center: \$74/week - approximately one month remaining on lease - Debtor acting as disbursing agent	<input checked="" type="checkbox"/>	Assumes	OR <input type="checkbox"/>	Rejects.

**17. COMPLETION:** Plan shall be completed upon payment of the above, approximately 60 months.

**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.**

**19. NON-STANDARD PROVISION(S):**

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

**20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**

/s/ GAYRA HALL  
GAYRA HALL 028087  
Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date September 4, 2019 .